

SUCCESSOR LABOR CONTRACT

for

WORKING AGREEMENT

between

TOWN OF COLCHESTER

and

LOCAL 1303-254 OF CONNECTICUT COUNCIL 4
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

TOWN HALL

July 1, 2009-June 30, 2013

Final May 11, 2009

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-254 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for employees employed by the Town of Colchester as clerical employees in the offices of the Town Clerk, Tax Collector, Assessor, Park & Recreation, Youth Services, Finance, Code Administration and Police Administration, excluding supervisory employees, part-time employees normally scheduled to work less than thirty (30) hours in a work week and other employees excluded under the Connecticut Municipal Employees Relations Act.

ARTICLE II - RIGHTS OF MANAGEMENT

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent the supervisors or workfare employees from performing the duties of bargaining unit employees covered by this Agreement.

ARTICLE III - UNION SECURITY

3.1 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

3.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Schedule A, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such uniform initiation fees and/or dues and/or service fees as the Union shall determine. The Union agrees to

hold the Town harmless from damages arising from the making of authorized deductions. (See Schedule A.)

3.3 (a) Such payroll deductions, as provided herein, shall be remitted to the Council 4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

(b) New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Accounting Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

3.4 The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or agent or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with five (5) signed copies of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;
6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for her approval. The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

ARTICLE IV - DISCIPLINE AND DISCHARGE

4.1 The disciplining of employees for breach of the Town rules, policies or practices is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension, or
- (d) discharge.

ARTICLE V - SENIORITY

5.1 An employee's seniority shall be based upon his/her length of continuous full-time service within his/her job classification within the bargaining unit beginning on the employee's last date of hire in such classification. Seniority shall be broken by:

- (a) Voluntary resignation,
- (b) Discharge for cause,
- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control,
- (d) Layoff for a period of more than six (6) months, or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least 35 hours of work per week, Monday through Friday, exclusive of lunch. Part-time service shall mean at least 30 hours of work per week, Monday through Friday, exclusive of lunch. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

ARTICLE VI- VACANCIES AND TRANSFERS

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Notice of full-time bargaining unit vacancies shall be posted on the Union bulletin board stated in Article 3.6 for five (5) calendar days with a copy to the Union upon request, prior to any action taken by the Town to fill such vacancies or new positions. Such notice shall state the position, classification, the shift, the work location and the rate of pay for the job. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than a present employee applying for the vacancy. Vacancies will be filled by the Town as soon as practicable.

6.3 Transfers. The term "transfer" as used in this Agreement shall mean the voluntary reassignment of an employee to the same classification, either in a different Department or in the same Department but with different duties and responsibilities, or to a different classification in any Department, provided the new classification is equally-rated or lower-rated than the employee's previous classification. A transfer to a lower-rated classification represents a voluntary non-disciplinary demotion.

6.4 Employees shall have the right to request a transfer, provided that there is a vacant position available. In no case shall bumping occur because of transfer.

6.5 Requests for transfers must be for reasons other than the elimination of jobs.

6.6 Employees requesting a transfer must submit a written application to the First Selectman within the prescribed two (2) week period immediately following the posting of the position classification vacancy. The application must state the reason for this requested transfer.

6.7 Applications for transfers will be processed, and applicants will be evaluated, based on qualifications and seniority.

6.8 As set forth in Article 4.2 above, any employee who is transferred must successfully complete a probationary period before being appointed as a regular full-time

employee to the new or related position classification. An employee will only be allowed to make one (1) transfer in any twelve (12) month period. No probationary period will be required for lateral transfers.

6.9 Except for employees transferring to lower-rated position/classifications, all other employees who are transferring to an equally-rated position/classification shall retain their same pay grade, merit step, and merit step anniversary date (if any). Employees accepting a lower-rated position classification shall retain their same merit step (not hourly rate) and merit step increase anniversary date (if any), but they shall transfer to and have their hourly rate of pay reduced in accordance with the lower-rated pay grade associated with the new position/classification.

ARTICLE VII - LAYOFF AND VOLUNTARY QUIT

7.1 The Town may lay off employees within its discretion for any business reason. Where practicable, the Town will provide two (2) weeks notice in advance of a layoff.

7.2 If it is determined that layoffs are necessary, employees will be laid off by classification within a department in the following order with the exception of administrative assistants and department clerks who will be laid off by classification in the following order:

- (a) Temporary employees; seasonal employees; provisional employees;
- (b) Probationary employees;
- (c) Part-time employees;
- (d) Full-time employees.

7.3 Layoffs shall take effect, as set forth in Section 7.2, as follows: the employee with the least seniority within classification first, provided that an employee so identified for layoff may bump the least senior employee in the next lower classification, if the employee has more seniority than that employee to be bumped and is qualified to perform the duties of the position. For a period of up to twelve (12) months, laid-off full-time employees, in order of classification seniority, shall be rehired within the classification from which they were laid off or in which they have previously served and no new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) days written notification to the last known address shall be sufficient notification. If no reply is received within ten (10) days after the mailing of notification as aforesaid, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) calendar days from the date of the mailing of the notification.

ARTICLE VIII - WAGES

8.1 (a) Effective July 1, 2009, the wage rates of all bargaining unit employees shall be increased by two and one half percent (2.5%), resulting in the wage schedules set forth in Schedule B.

(b) Effective July 1, 2010, the wage rates of all bargaining unit employees shall be increased by two and three quarters percent (2.75%), resulting in the wage schedules set forth in Schedule B. In addition, effective July 1, 2010, regular hourly wage rate for the Part-Time Assistant to Town Clerk will be provided with a market adjustment in the amount of fifty cents (\$0.50) which shall be added to the regular hourly rate of pay after the 2.75% general wage increase has been applied.

(c) Effective July 1, 2011, the wage rates of all bargaining unit employees shall be increased by three percent (3.00%), resulting in the wage schedules set forth in Schedule B. In addition, effective July 1, 2011, regular hourly wage rate for the Part-Time Assistant to Town Clerk will be provided with a market adjustment in the amount of seventy-five cents (\$0.75) which shall be added to the regular hourly rate of pay after the 3.00% general wage increase has been applied.

(d) Effective July 1, 2012, the wage rates of all bargaining unit employees shall be increased by three and one quarter percent (3.25%), resulting in the wage schedules set forth in Schedule B. In addition, effective July 1, 2012, regular hourly wage rate for the Part-Time Assistant to Town Clerk will be provided with a market adjustment in the amount of one dollar (\$1.00) which shall be added to the regular hourly rate of pay after the 3.25% general wage increase has been applied.

8.2 Full-time employees shall be entitled to longevity payments in accordance with the following schedule:

COMPLETED, CONTINUOUS YEARS OF SERVICE	
<u>AS OF JULY 1</u>	<u>AMOUNT</u>
6-9	\$450.00
10-14	\$500.00
15-19	\$600.00
20+	\$750.00

Part-time employees regularly scheduled to work at least thirty (30) hours per week will receive longevity payments on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. For example, a part-time employee regularly scheduled to work thirty (30) hours per week will receive the following longevity payments:

COMPLETED, CONTINUOUS
YEARS OF SERVICE
AS OF JULY 1 AMOUNT

6-9	\$383.00
10-14	\$425.00
15-19	\$510.00
20+	\$595.00

8.3 To be eligible for the Assistant Town Clerk, Assistant Tax Collector, and Assistant Assessor job titles listed in Schedule B of this Agreement, employees must possess appropriate state certification or have successfully completed necessary course work toward appropriate state certification.

ARTICLE IX - HOURS

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies starting time may be staggered to meet varying needs of the Town.

9.2 (a) The normal full-time work week for employees in the following classifications/departments shall be five (5) days per week, on a regular schedule, totaling thirty-five (35) hours each week, excluding one duty-free hour for lunch (except for Administrative Assistant, as noted below).

Parks and Recreation Dept. Clerk
Tax Department
Town Clerk's Office
Records Clerk
Administrative Assistant (one-half hour lunch, duty free)

Authorized hours worked in excess of forty (40) hours in a work week shall be regarded as overtime and shall be paid for at the rate of one and one-half times the employee's regular hourly rate:

(b) The normal full-time work week for employees in the following classifications/departments shall be forty (40) hours each week, excluding one-half (½) hour lunch (duty-free):

Payroll Clerk
Administrative Assistant in Department of Code Administration
Assessor's Office

Authorized hours worked in excess of forty (40) hours in a work week by bargaining unit employees other than the Deputy Assessor shall be regarded as overtime and shall be paid for at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

(c) The normal work week for the employee in the following classification shall be thirty (30) hours each week, excluding one-half (½) hour unpaid and duty-free lunch

Department Clerk in Town Clerk's office

(d) Time and one half (1 ½) shall be paid for all work performed on Sunday by bargaining unit employees other than the Deputy Assessor.

(e) Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position.

(f) Within each department, the Town will attempt to distribute overtime equitably, within the following guidelines:

- A. Full-time employees shall be given preference on all overtime assignments.
- B. All overtime work shall be divided as equally as possible among qualified employees with weekend work given on a rotating basis.

9.3 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

ARTICLE X – HOLIDAYS

10.1 The Town will recognize the following days as paid holidays for all employees regularly scheduled to work at least thirty (30) hours per week:

New Year's Eve (1/2 day)
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (1/2 Day)
Christmas Day
Day after Christmas if it falls on a work day

In addition to the holidays listed above, employees who are regularly scheduled to work at least thirty (30) hours per week shall be eligible for one floating holiday per year, to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

ARTICLE XI - VACATION

11.1 (a) All employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

Length of Service

Annual Vacation

6 months completed

After 6 months of employment, the employee may utilize up to three (3) days of the first year's vacation allotment (i.e. upon the first anniversary if three days have already been used then two days will be allocated for the next year.)

1 year completed

1 week (5 days)

2-7 years completed

2 weeks (10 days)

8-14 years completed

3 weeks (15 days)

15-19 years completed

4 weeks (20 days)

20 years and above

5 weeks (25 days)

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least twenty (20) business days in advance. Vacation dates require approval by the First Selectman upon the recommendation of the employee's supervisor, giving consideration to the Town's operating requirements. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1 of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro-rata personal leave days as follows:

Hired on or after January 1 through March 31 -- 3 personal days

Hired on or after April 1 through June 30 -- 2 personal days

Hired on or after July 1 through September 30 -- 1 personal day

Hired on or after October 1 through December 31 -- 0 personal days

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

ARTICLE XII - SICK LEAVE - INJURY LEAVE

12.1 Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00 p.m. daily if he/she does not expect to report to work the next day. The Town (First Selectperson) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspects abuse based on frequency of sick leave or discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.7, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

12.4 Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

12.5 At the beginning of the Town's fiscal year, each employee of this bargaining unit will contribute one (1) sick day towards the sick bank. If, however, an employee has no available sick days to donate that day may be donated by another bargaining unit member.

The sick bank cap is 150 days, however, should the sick bank be depleted prior to the end of the allocation year and additional days be needed, employees may voluntarily donate additional time at the discretion of the First Selectman.

If at the time of the annual allocation of sick days donations would exceed the cap, no days will be taken from any employee's allocation.

The sick leave bank will provide a maximum of fifteen (15) days per employee per fiscal year. Following are the criteria that must be met for a bargaining unit member to utilize this sick bank:

1. The employee must have completed their probationary period.
2. An employee or an immediate family member as described in Article 14, Section 1 must have been diagnosed with a severe illness or injury.
3. The employee must deplete all other personal accrued time – sick, vacation, and personal time.
4. Upon meeting the previous three conditions, the employee or designee may set up a meeting with the Local Union President and the First Selectperson to establish the time needed to cover their days out of work due to the illness or injury indicated in #2 above.

ARTICLE XIII - INSURANCE AND PENSION

13.1 Each full-time (thirty-five hours per week) bargaining unit employee may elect single, two-person, or family coverage under the Town's Preferred Provider (PPO) Plan, Full Service Dental Plan, and Public Sector Three Tier Prescription Plan.

Effective July 1, 2009, the following plan design changes shall be implemented with respect to the Preferred Provider (PPO) Plan:

Co-payments under the Preferred Provider (PPO) plan shall be as follows:

Routine office visits and specialist visits (including preventative, specialist and allergy visits)	\$15.00
Urgent care services	\$25.00
Emergency room services	\$50.00
Outpatient surgery	\$100.00
Hospital	\$100.00

Effective July 1, 2009, out-of-network deductibles shall be \$300 for individuals, \$500 for subscriber plus one dependent, and \$600 per family and out-of-network coinsurance (80/20) shall have a maximum of \$800 for individuals, \$1,600 for subscriber plus one dependent and \$2,000 per family.

Effective July 1, 2009, pursuant to the Public Sector Three Tier Prescription Plan, employees shall pay a \$5.00 copayment for the filling of each generic drug prescription, a \$25.00 copayment for each preferred brand prescription and a \$40.00 copayment for the filling of each non-preferred brand prescription. Employees shall pay two times (2x) the applicable co-payment for a 100 day supply of a prescription filled by mail order.

Effective July 1, 2011, the following plan design changes shall be implemented with respect to the Preferred Provider (PPO) Plan:

Co-payments under the Preferred Provider (PPO) plan shall be as follows:

Routine office visits and specialist visits (including preventative, specialist and allergy visits)	\$20.00
Urgent care services	\$25.00
Emergency room services	\$50.00
Outpatient surgery	\$100.00
Hospital	\$200.00

Effective July 1, 2011, out-of-network deductibles shall be \$400 for individuals, \$800 for subscriber plus one dependent, and \$1200 per family and out-of-network coinsurance (80/20) shall have a maximum of \$1,500 for individuals, \$3,000 for subscriber plus one dependent and \$4,500 per family.

Effective July 1, 2011, pursuant to the Public Sector Three Tier Prescription Plan, employees shall pay a \$5.00 copayment for the filling of each generic drug prescription, a \$25.00 copayment for each preferred brand prescription and a \$40.00 copayment for the filling of each non-preferred brand prescription. Employees shall pay two times (2x) the applicable co-payment for a 100 day supply of a prescription filled by mail order.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 Nothing herein shall be interpreted to prevent the Town from obtaining substantially comparable medical benefit coverage from alternative insurance carriers, including those with preferred provider networks, or through self-insurance, so long as there is no interruption in coverage.

13.4 (a) Effective July 1, 2009, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen and one-half percent (13.5%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article. Effective as soon as practicable following the signing of this Agreement, each member of the bargaining unit shall be enrolled in the Public Sector Three Tier Prescription Drug Plan.

(b) Effective July 1, 2010, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(c) Effective July 1, 2011, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen and one-half percent (14.5%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(d) Effective July 1, 2012, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage as provided in this Article.

(e) The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town. This section applies only to employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees (those who are regularly scheduled to work at least thirty-five (35) hours per week) are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 6% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2010, the Town and the employee will each contribute 6.5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2011, the Town and the employee will each contribute 7% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2012, the Town and the employee will each contribute 7.5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees (those who are regularly scheduled to work at least thirty (30) hours per week) are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 4% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2010, the Town and the employee will each contribute 4.5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2011, the Town and the employee will each contribute 5% of base pay only (not including overtime, longevity, etc.) beginning on the

employee's first anniversary date. Effective July 1, 2012, the Town and the employee will each contribute 5.5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) Effective upon ratification, full-time employees (those who are regularly scheduled to work at least thirty-five hours per week) and part-time employees (those who are regularly scheduled to work at least thirty (30) hours per week) shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. Upon completion of one year of employment with the Town, employees may contribute to the Town's 401(a) plan described in Section 13.6 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions to the 457 Plan.

13.8. As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees (at least 30 hours of work per week), an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9. (a) Full-time employee (working at least 35 hours of work per week) will be provided group life insurance in the amount of \$60,000.

(b) Each part-time employee (working at least 30 hours per week) will be provided group life insurance in the amount of \$30,000.

ARTICLE XIV - BEREAVEMENT PAY

14.1 In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of the First Selectman.

All employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

14.2 To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

ARTICLE XV - JURY DUTY

All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report to work for any portion of a regular work day when he/she is not required to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

ARTICLE XVI - MILITARY RESERVE LEAVE

16.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

17.2 Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition giving rise to the grievance, file a written grievance with his/her Department Head in an effort to resolve the grievance immediately. The Department Head shall promptly meet with the aggrieved employee and/or his Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing

no later than ten (10) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her supervisor, prior to filing a written grievance.

- b. Step 2 - If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Department Head's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within ten (10) working days after the above meeting has been held.
- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within twenty (20) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

17.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

17.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 17.2 Steps 1 through 3.

17.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union or the Town in writing.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

18.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

18.2 The prohibition of this Article XVIII shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

18.3 If any conduct prohibited by this Article XVIII occurs, the Union will do everything within its power to terminate such conduct.

ARTICLE XIX - SEVERABILITY

19.1 Should any provision or part of this Agreement be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

ARTICLE XX – PRIOR RIGHTS AND BENEFITS

20.1 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that an employee has enjoyed heretofore in the courses of his/her employment, unless it is specifically superseded by a provision of this Agreement. This Article shall only apply to any such right, benefit or privilege that meets all of the following conditions. The alleged right, benefit or privilege must have been:

- a. A consistent and ascertainable course of conduct;
- b. Engaged in for some reasonable length of time;
- c. Of which both parties to this Agreement have been aware;
- d. Which does not vary the express, written terms of the labor Agreement;
- e. Which is in respect to a given set of specific circumstances and conditions.

ARTICLE XXI - DURATION

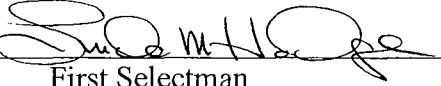
21.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2013. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

21.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

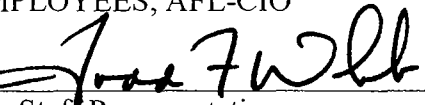
ARTICLE XXII - FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

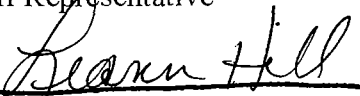
22.1 The provisions of this Agreement shall be subject to, and shall not supersede, any federal, state or municipal law, regulation, ordinance or other now or hereafter issued or enacted.

TOWN OF COLCHESTER

By:  5/11/09
First Selectman

LOCAL 1303-254 OF CONNECTICUT
COUNCIL 4, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By:  5/11/09
Staff Representative

By:  5/11/09
President

SCHEDULE A

CONNECTICUT MUNICIPAL COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

BY: _____
Please Print Last Name First Name Middle Name

TO: TOWN OF COLCHESTER

Effective _____, I hereby authorize the Town of Colchester to deduct from my earnings the current initiation fee being charged by AFSCME Local No. 1303-254 and effective the same date to deduct from my earnings each two-week payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Financial Officer of AFSCME, Local 1303-254 the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Effective _____, I hereby authorize the Local 1303-254 of Council 4, AFSCME and/or its appropriate affiliates to be my representative for collective bargaining.

SIGNATURE (do not print)

Street Address (print)

Telephone Number

City and State (print)

Zip Code

SCHEDULE B

	<u>EFFECTIVE DATE</u>			
<u>JOB TITLE</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
Department Clerk	\$14.72	\$15.12	\$15.57	\$16.08
Administrative Assistant	\$19.09	\$19.61	\$20.20	\$20.86
Assistant to Tax Collector	\$19.09	\$19.61	\$20.20	\$20.86
Assistant to Town Clerk (part-time, prorated to 30 hours)	\$16.41	\$17.36	\$18.63	\$20.26
Assistant to Town Clerk (full-time, 35 hours per week)	\$19.09	\$19.61	\$20.20	\$20.86
Assistant to Assessor	\$19.09	\$19.61	\$20.20	\$20.86
Assistant Tax Collector	\$20.59	\$21.16	\$21.79	\$22.50
Assistant Town Clerk	\$21.76	\$22.36	\$23.03	\$23.78
Assistant Assessor	\$22.74	\$23.37	\$24.07	\$24.85
Payroll Clerk	\$19.25	\$19.78	\$20.37	\$21.03
Youth Services Program Coordinator	\$22.89	\$23.52	\$24.23	\$25.02
Parks & Recreation Program Coordinator	\$22.89	\$23.52	\$24.23	\$25.02
<u>ANNUAL SALARIED</u> <u>POSITIONS</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
Deputy Assessor	\$60,483.20	\$62,146.49	\$64,010.88	\$66,091.23
<u>OFFSCALE</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>	<u>7/1/12</u>
M. Rhodes –Payroll Clerk	\$23.95	\$24.61	\$25.35	\$26.17

SIDE LETTER REGARDING
JOB DESCRIPTIONS/HOURS OF WORK

TOWN OF COLCHESTER

AND

LOCAL 1303-254, COUNCIL 4, AFSCME, AFL-CIO

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Local 1303-254, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2005-June 30, 2009 collective bargaining agreement. The Town and the Union hereby agree as follows:

The collective bargaining agreement contains certain provisions to the hours of work of bargaining unit employees.

The parties mutually desire to update the job descriptions and the hours of work provisions of the 2005-2009 contract and the successor agreement.

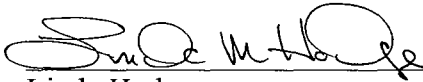
Accordingly, the Town and the Union agree as follows:

1. Upon ratification of the tentative agreement, the Town and the Union will begin to update the job descriptions of those positions within the bargaining unit.
2. Labor and management will meet prior to July 1, 2009 to finalize the language of Article IX.
3. Any agreement regarding modifications to Article IX shall be reduced to writing and incorporated into the 2009-2013 collective bargaining agreement.
4. The Town and the Union agree that the above-referenced discussions shall not be subject to impasse procedures and/or interest arbitration under MERA.

5. Except as otherwise provided above, the Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them except one to enforce this Agreement.

TOWN OF COLCHESTER

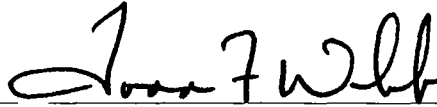
LOCAL 1303-254, COUNCIL 4, AFSCME,
AFL-CIO



Linda Hodge
First Selectman

5/11/09

Date



Todd Webb
Staff Representative

5/11/09

Date



Leann Hill
Union President

5/11/09

Date

Martha Rhodes
Union Officer

Date

SIDE LETTER REGARDING
JOB DESCRIPTIONS/HOURS OF WORK

TOWN OF COLCHESTER

AND

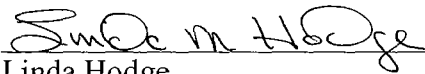
LOCAL 1303-254, COUNCIL 4, AFSCME, AFL-CIO

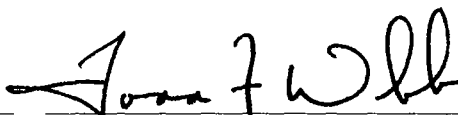
This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Local 1303-254, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2005 - June 30, 2009 collective bargaining agreement. The Town and the Union hereby agree as follows:

During the term 2009-2013 collective bargaining agreement, the Town shall have the right to offer an alternative plan in the form of a high deductible health plan with a health savings account to employees on a voluntary basis. Prior to implementing the alternative plan, the Town shall meet and discuss the terms of the proposed alternative plan with the Union. The Town and the Union agree that the above-referenced discussions shall not be subject to impasse procedures and/or interest arbitration under MERA.

TOWN OF COLCHESTER

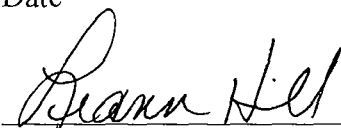
LOCAL 1303-254, COUNCIL 4, AFSCME,
AFL-CIO


Linda Hodge
First Selectman


Todd Webb
Staff Representative

5/11/09
Date

5/11/09
Date


Leann Hill
Union President

Martha Rhodes
Union Officer

5/11/09
Date

Date

